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Attorneys for Defendants
HAPAG-LLOYD CONTAINER LINIE GMBH d/b/a
HAPAG-LLOYD CONTAINER LINE
HAPAG-LLOYD (AMERICA) INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA,

Plaintiffs,

- against -

M/V "LONDON EXPRESS", her engines, tackle,
boilers, etc.; HAPAG-LLOYD CONTAINER
LINIE GMBH; HAPAG-LLOYD CONTAINER
LINE; HAPAG-LLOYD (AMERICA) INC.;

Defendants.

07 CV 3374 (Judge Lynch)

ECF CASE

ANSWER

Defendants, HAPAG-LLOYD CONTAINER LINIE GMBH d/b/a HAPAG-LLOYD CONTAINER LINE ("HLCL"); HAPAG-LLOYD (AMERICA) INC. ("HLA"), by and through its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, as and for their Answer to the Complaint alleges upon information and belief as follows.

1. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 1.

2. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 2.

3. Admit that Defendant HLCL is a foreign corporation organized and existing under the laws of the Federal Republic of Germany and further admits that HLA is a corporation organized existing under the laws of one of the states of the United States and further admits that HLCL was engaged in business as a vessel operating common carrier as defined by the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and except as so admitted, denies the allegations contained in paragraph 3.

4. Deny the allegations contained in paragraph 4.

5. Admit that Defendant HLCL carried containers HLCU4775116 and HLXU6703050 aboard the MV LONDON EXPRESS Voyage 38E48 from Seattle, Washington to Buenaventura, Colombia pursuant to the terms and conditions of HLCL bill of lading HLCUHO1041215670 dated on or about December 20, 2004 as except as so admitted, deny the allegations contained in paragraph 5.

6. Deny the allegations contained in paragraph 6.

7. Deny the allegations contained in paragraph 7 except admits non-payment.

8. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraph 8.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

9. The shipments in question was carried from a U.S. port to a foreign port pursuant to the terms and conditions of a bill of lading and was, therefore, subject to the United States Carriage of Goods by Sea Act (46 App. §1300 et. seq.).

10. Defendants, HLCL and HLA, claim the benefit of all exceptions, exemptions and limitations contained in its bill of lading and/or the aforesaid statute to the full extent they may be applicable to it.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

11. Defendants, HLCL and HLA, claim the benefit of all exceptions, exemptions and limitations contained in the U.S. Harter Act (46 App. §190 et. seq.) and the general maritime law of the United States.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

12. The bill of lading in question contains a mandatory exclusive jurisdiction clause calling for jurisdiction in the Hamburg Courts in the Federal Republic of Germany and the mandatory application of German Law.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

13. HLA was at all times acting as an agent for a disclosed principal.

WHEREFORE, Defendant prays that the Complaint be dismissed together with costs, disbursements and attorneys fees incurred in the defense of this action.

Dated: New York, New York
May 31, 2007

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
61 Broadway, Suite 3000
New York, New York 10006

Attorneys for Defendants
HAPAG-LLOYD CONTAINER LINIE GMBH d/b/a
HAPAG-LLOYD CONTAINER LINE
HAPAG-LLOYD (AMERICA) INC.

By: s/ Paul M. Keane
Paul M. Keane (PMK-5934)

To: David Mazaroli
11 Park Place, Suite 1214
New York, New York 10007

CERTIFICATE OF SERVICE BY REGULAR U.S. MAIL AND BY ECF

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.

2. On May 31, 2007, I served a complete copy of HAPAG-LLOYD CONTAINER LINIE
GMBH d/b/a HAPAG-LLOYD CONTAINER LINE; HAPAG-LLOYD (AMERICA) INC

Answer to Plaintiff's Complaint, by regular U.S. mail and by ECF, to the following attorneys at
their ECF registered address and at the following address:

To: David Mazaroli
11 Park Place, Suite 1214
New York, New York 10007

s/ Amanda Magri
Amanda Magri

DATED: May 31, 2007
New York, New York